

DEED AND CONSIDERATION CERTIFICATE

THIS DEED, dated March 8, 2015 between HealthSouth Kentucky Real Estate, LLC, a Delaware limited liability company hereinafter referred to as Grantor, of 3660 Grandview Parkway, Suite 200, Birmingham, Alabama 35243, Attention: Real Estate Department, and Kentucky Easter Seal Society, Inc., a Kentucky nonprofit corporation, hereinafter referred to as Grantee of Ginger Building, 993 Mason Headley, 1st Floor, Lexington, Kentucky 40504, Attn: Chairman of the Board, which is also the in-care-of address to which the property tax bill for 2015-2016 may be sent.

WITNESSETH:

That for and in consideration of the February 2, 2015 Asset Purchase Agreement between Grantor's affiliate and Grantee and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantor has Bargained and Sold and does hereby Grant and Convey unto Grantee, its successors and assigns forever, the following described real estate situated in Fayette County, Kentucky, and more particularly described as follows:

Being all of Lot 1A of the Amended Final Record Plat of George, Walsh, and Meek Property (Cardinal Hill Hospital) #2050 Versailles Road, Lexington, Fayette County-Kentucky of record in Plat Cabinet R, Slide 98 in the Fayette County Clerk's Office with the improvements being known as 993 Mason Headley Road.

Being part of the same property conveyed to Grantor by Deed dated May 1, 2015 of record in Deed Book 3309, Page 523, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above described property, together with all appurtenances and privileges thereunto belonging, unto Grantee, in fee simple, its successors and assigns forever.

Grantor does hereby release and relinquish unto Grantee, its successors and assigns forever, all of their right, title and interest in and to the above-described property and does hereby covenant with Grantee, its successors and assigns, that it is lawfully seized in fee simple title to said property and has a good, lawful and valid right to sell and convey the same as herein done, that the title to said property is clear, perfect and unencumbered, and subject to the hereinafter set out exceptions, the Grantor will WARRANT SPECIALLY the title to said property.

Provided, however, that there is excepted from the foregoing warranty and covenants, and this conveyance is subject to, the following:

Fayette County Clerk Recording

Related Documents

From 56
To 57 58 59

DV36:44695:550812:1:LEXINGTON

PLEASE RETURN TO PREPARER
STITES & HARBISON, PLLC
250 West Main Street, Suite 2300
Lexington, Kentucky 40507
Attention: Steve Ruschell

1. Any restrictive covenants of record in the Fayette County Clerk's Office.
2. All conditions, restrictions and/or notes, if any, affecting the property herein conveyed and contained on any plat of record in the aforesaid Clerk's Office.
3. Zoning, building restrictions, regulations and ordinances, if any.
4. Easements and rights-of-way of whatsoever nature and kind reserved and recorded in the aforesaid Clerk's Office.
5. The 2015-2016 and future years ad valorem property taxes assessed against the property herein conveyed.
6. Grantor hereby reserves, and Grantee does hereby irrevocably grant to Grantor, a right (the "Right of First Refusal"), at the option of Grantor, to purchase the Property if Grantee desires to sell, transfer or convey the Property to any third party (a "Sale"), subject to and upon the remaining terms and conditions set forth in this Deed. Grantee shall provide written notice to Grantor at Grantor's address set forth above of the receipt of any offer to purchase the Property from any third party and provide a copy of such offer disclosing the terms and conditions thereof (the "Notice"), and Grantor shall have thirty (30) days after receipt of the Notice to notify Grantee at its address set forth above that Grantor elects to exercise its Right of First Refusal and purchase the Property on such terms and conditions set forth in the Notice; provided, however, that the purchase price paid by Grantor to Grantee upon the closing pursuant to such exercised Right of First Refusal shall be in the amount set forth in such third party offer Notice plus five percent (5.0%).

If Grantor fails to provide notice to Grantee electing to exercise such Right of First Refusal within such 30-day period then, Grantor shall be deemed to have waived its Right of First Refusal with respect to the proposed Sale, permitting Grantee to sell the Property pursuant to the terms of such Sale, free and clear of the Right of First Refusal. If Grantee does not close on any such Sale pursuant to the terms thereof, Grantor's Right of First Refusal shall remain in effect for any subsequent Sales.

Any such notices shall be given or served upon any party hereto (i) by personal delivery to the address set forth above, (ii) by depositing the same in the United States Mail by registered or certified mail, return receipt requested, postage prepaid and addressed as provided above, or (iii) by depositing the same with a nationally recognized overnight delivery courier service for next business day delivery and addressed as set forth above. Each notice shall be deemed received

(a) if hand delivered, when a copy of the notice is delivered, (b) if given by certified mail, return receipt requested, four (4) business days after posted with the United States Postal Service, and (c) if given by nationally recognized overnight delivery courier service, the next business day after depositing the notice with such courier service. The above addresses may be changed by written notice to the other parties given in the manner set forth above.

CONSIDERATION CERTIFICATE

Pursuant to KRS 382.135 and first being duly sworn, Grantor and Grantee certify that the consideration reflected herein is the full consideration paid for the above-described real property. Grantee joins in the execution of this Deed for the sole purpose of certifying the amount of the consideration. The estimated fair cash value of the property conveyed is \$1,121,725.00.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, this the day and year first above written.

GRANTOR:

HealthSouth Kentucky Real Estate, LLC,
a Delaware limited liability company

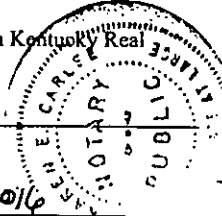
By: Jan P. [Signature]

Its: V.P. + Secretary

STATE OF ALABAMA)
) SS
COUNTY OF JEFFERSON)

The foregoing Deed and Certificate of Consideration was subscribed, sworn to and acknowledged before me on this 30 day of April, 2015 by John P. Whitaker, as VP Secretary of HealthSouth Kentucky Real Estate, LLC, Grantor.

Karen E. Corle
NOTARY PUBLIC



My Commission Expires: 11-5-2016

GRANTEE:

Kentucky Easter Seal Society, Inc.,
a Kentucky nonprofit corporation

By: [Signature]

Its: CHAIRMAN

COMMONWEALTH OF KENTUCKY)

) SS

COUNTY OF FAYETTE)

The foregoing Certificate of Consideration was subscribed, sworn to and acknowledged before me on this 30th day of April, 2015 by James T. Nash, as Chairman of Kentucky Easter Seal Society, Inc., a Kentucky nonprofit corporation, Grantee.

[Signature]
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

My Commission Expires: _____

This Instrument Prepared by:

[Signature]

Stephen M. Ruschell
STITES & HARBISON, PLLC
250 West Main Street, Suite 2300
Lexington, Kentucky 40507
(859) 226-2300

SARAH SAPP
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY
COMM. # 522697
MY COMMISSION EXPIRES NOV. 23, 2018

I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: EMILY GENTRY ,dc

201505110056

May 11, 2015 8:52:08 AM

Fees	\$20.00	Tax	\$1,122.00
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Total Paid	\$1,142.00
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